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be withdrawn, and a new Office Action will be issued in which the issues previously addressed, at length, in the Amendment mailed on November 28, 2003, would be addressed, unless, of course, the application is reconsidered and allowed at this time.

It was further agreed that prior to the issuance of any new Office Action, a telephone interview would be held with the undersigned for the purpose of advancing prosecution of the case on the merits.

#### REMARKS

In the last substantive Amendment, and in course of the telephone interviews of March 30, 2004 and June 7, 2004 the issue of specific references to various sections of the Uniform Commercial Code ("the UCC") arose. In that regard, copies of relevant sections of the UCC are attached hereto.

In particular, Section 3-104(i) of the UCC defines the term "Traveler's check" to mean an instrument that (i) is payable on demand, (ii) is drawn on or payable at or through a bank, (iii) is designated by the term "traveler's check" or by a substantially similar term, and (iv) *requires, as a condition to payment, a countersignature by a person whose specimen signature appears on the instrument.* (Emphasis added)

The term "Check" is defined by UCC Section 3-104(f) to mean (i) a draft, other than a documentary draft, payable on demand and drawn on a bank or (ii) a cashier's check or teller's check.

In that the present invention relates to "checks" which are issued to the same set of payees (whose photographic images are printed on them at the time that they

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are issued), and in that such checks (1) are not intended to include a "specimen signature" of the payee, nor are they (2) intended to require any further countersignature "... as a condition of payment ...", they would not fall within the definition of a traveler's check, as set forth in UCC 3-104(i).

It was therefore argued in the prior Amendment, and in the two interviews of March 30, 2004 and June 7, 2004, that the Schroch reference (U.S. Patent No. 3,950,015) was not applicable to the present invention, and that its teachings, which related solely to "traveler's cheques", wherein that term is used by Schroch (See, Col. 1, lines 26-35) in a manner different from the UCC definition, in that Schroch specifically states, "*The present invention contemplates a travelers cheque which may be carried in blank by the traveler with no signature appearing thereon*", which may be signed in the presence of the cashing agent and in which the cashing party may identify himself by an identification certificate which is non-negotiable, includes his signature, the serial number of his account (which also appears on each of the travelers cheques), the printed name of payee and a photograph of the payee." (emphasis added)

In that Schroch's teachings are to that there be "... *no signature thereon* ...", the document described by Schroch does not fall within the UCC definition of a "traveler's check" which requires the presence of a "specimen signature". Nor do the documents described by Schroch fall within the UCC definition of a check.

In view of the foregoing remarks, the last substantive amendment, and the referenced telephone interviews, it is now hoped that if the Examiner reviews the record and the cited prior art he will allow the application, or at least call the undersigned in

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order to discuss any changes to the existing claims which would address any relevant prior art.

Respectfully submitted,



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Attachment: (Relevant Sections of UCC)

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**Relevant Sections of Uniform Commercial Code ("UCC")****§ 3-103. DEFINITIONS.**

- (a) In this Article:
  - (1) "Acceptor" means a drawee who has accepted a draft.
  - (2) "Drawee" means a person ordered in a draft to make payment.
  - (3) "Drawer" means a person who signs or is identified in a draft as a person ordering payment.
  - (4) "Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing.
  - (5) "Maker" means a person who signs or is identified in a note as a person undertaking to pay.
  - (6) "Order" means a written instruction to pay money signed by the person giving the instruction. The instruction may be addressed to any person, including the person giving the instruction, or to one or more persons jointly or in the alternative but not in succession. An authorization to pay is not an order unless the person authorized to pay is also instructed to pay.
  - (7) "Ordinary care" in the case of a person engaged in business means observance of reasonable commercial standards, prevailing in the area in which the person is located, with respect to the business in which the person is engaged. In the case of a bank that takes an instrument for processing for collection or payment by automated means, reasonable commercial standards do not require the bank to examine the instrument if the failure to examine does not violate the bank's prescribed procedures and the bank's procedures do not vary unreasonably from general banking usage not disapproved by this Article or Article 4.
  - (8) "Party" means a party to an instrument.
  - (9) "Promise" means a written undertaking to pay money signed by the person undertaking to pay. An acknowledgment of an obligation by the obligor is not a promise unless the obligor also undertakes to pay the obligation.
  - (10) "Prove" with respect to a fact means to meet the burden of establishing the fact (Section 1-201(8)).
  - (11) "Remitter" means a person who purchases an instrument from its issuer if the instrument is payable to an identified person other than the purchaser.
- (b) Other definitions applying to this Article and the sections in which they appear are:
  - "Acceptance" -- Section 3-409
  - "Accommodated party" -- Section 3-419
  - "Accommodation party" -- Section 3-419

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- "Alteration" -- Section 3-407
- "Anomalous indorsement" -- Section 3-205
- "Blank indorsement" -- Section 3-205
- "Cashier's check" -- Section 3-104
- "Certificate of deposit" -- Section 3-104
- "Certified check" -- Section 3-409
- "Check" -- Section 3-104
- "Considcration" -- Section 3-303
- "Draft" -- Section 3-104
- "Holder in due course" -- Section 3-302
- "Incompltc instrument" -- Section 3-115
- "Indorsement" -- Section 3-204
- "Indorser" -- Section 3-204
- "Instrument" -- Section 3-104
- "Issue" -- Section 3-105
- "Issuer" -- Section 3-105
- "Negotiable instrument" -- Section 3-104
- "Negotiation" -- Section 3-201
- "Note" -- Section 3-104
- "Payable at a definite time" -- Section 3-108
- "Payable on demand" -- Section 3-108
- "Payable to bearer" -- Section 3-109
- "Payable to order" -- Section 3-109
- "Payment" -- Section 3-602
- "Person entitled to enforce" -- Section 3-301
- "Presentment" -- Section 3-501
- "Reacquisition" -- Section 3-207
- "Special indorsement" -- Section 3-205

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- "Teller's check" -- Section 3-104
- "Transfer of instrument" -- Section 3-203
- "Traveler's check" -- Section 3-104
- "Value" -- Section 3-303
- (c) The following definitions in other Articles apply to this Article:
  - "Bank" -- Section 4-105
  - "Banking day" -- Section 4-104
  - "Clearing house" -- Section 4-104
  - "Collecting bank" -- Section 4-105
  - "Depository bank" -- Section 4-105
  - "Documentary draft" -- Section 4-104
  - "Intermediary bank" -- Section 4-105
  - "Item" -- Section 4-104
  - "Payor bank" -- Section 4-105
  - "Suspends payments" -- Section 4-104
- (d) In addition, Article 1 contains general definitions and principles of construction and interpretation applicable throughout this Article.

### 3-104. NEGOTIABLE INSTRUMENT.

- (a) Except as provided in subsections (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:
  - (1) is payable to bearer or to order at the time it is issued or first comes into possession of a holder;
  - (2) is payable on demand or at a definite time; and
  - (3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

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- (b) "Instrument" means a negotiable instrument.
- (c) An order that meets all of the requirements of subsection (a), except paragraph (1), and otherwise falls within the definition of "check" in subsection (f) is a negotiable instrument and a check.
- (d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this Article.
- (e) An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either.
- (f) "Check" means (i) a draft, other than a documentary draft, payable on demand and drawn on a bank or (ii) a cashier's check or teller's check. An instrument may be a check even though it is described on its face by another term, such as "money order."
- (g) "Cashier's check" means a draft with respect to which the drawer and drawee are the same bank or branches of the same bank.
- (h) "Teller's check" means a draft drawn by a bank (i) on another bank, or (ii) payable at or through a bank.
- (i) "Traveler's check" means an instrument that (i) is payable on demand, (ii) is drawn on or payable at or through a bank, (iii) is designated by the term "traveler's check" or by a substantially similar term, and (iv) requires, as a condition to payment, a countersignature by a person whose specimen signature appears on the instrument.
- (j) "Certificate of deposit" means an instrument containing an acknowledgment by a bank that a sum of money has been received by the bank and a promise by the bank to repay the sum of money. A certificate of deposit is a note of the bank.

### 3-105. ISSUE OF INSTRUMENT.

- (a) "Issue" means the first delivery of an instrument by the maker or drawer, whether to a holder or nonholder, for the purpose of giving rights on the instrument to any person.
- (b) An unissued instrument, or an unissued incomplete instrument that is completed, is binding on the maker or drawer, but nonissuance is a defense. An instrument that is conditionally issued or is issued for a special purpose is binding on the maker or drawer, but failure of the condition or special purpose to be fulfilled is a defense.
- (c) "Issuer" applies to issued and unissued instruments and means a maker or drawer of an instrument.

### § 3-110. IDENTIFICATION OF PERSON TO WHOM INSTRUMENT IS PAYABLE.

- (a) The person to whom an instrument is initially payable is determined by the intent of the person, whether or not authorized, signing as, or in the name or behalf of, the issuer of the instrument. The instrument is payable to the person intended by the signer even if that person is

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identified in the instrument by a name or other identification that is not that of the intended person. If more than one person signs in the name or behalf of the issuer of an instrument and all the signers do not intend the same person as payee, the instrument is payable to any person intended by one or more of the signers.

- (b) If the signature of the issuer of an instrument is made by automated means, such as a check-writing machine, the payee of the instrument is determined by the intent of the person who supplied the name or identification of the payee, whether or not authorized to do so.
- (c) A person to whom an instrument is payable may be identified in any way, including by name, identifying number, office, or account number. For the purpose of determining the holder of an instrument, the following rules apply:
  - (1) If an instrument is payable to an account and the account is identified only by number, the instrument is payable to the person to whom the account is payable. If an instrument is payable to an account identified by number and by the name of a person, the instrument is payable to the named person, whether or not that person is the owner of the account identified by number.
  - (2) If an instrument is payable to:
    - (i) a trust, an estate, or a person described as trustee or representative of a trust or estate, the instrument is payable to the trustee, the representative, or a successor of either, whether or not the beneficiary or estate is also named;
    - (ii) a person described as agent or similar representative of a named or identified person, the instrument is payable to the represented person, the representative, or a successor of the representative;
    - (iii) a fund or organization that is not a legal entity, the instrument is payable to a representative of the members of the fund or organization; or
    - (iv) an office or to a person described as holding an office, the instrument is payable to the named person, the incumbent of the office, or a successor to the incumbent.
- (d) If an instrument is payable to two or more persons alternatively, it is payable to any of them and may be negotiated, discharged, or enforced by any or all of them in possession of the instrument. If an instrument is payable to two or more persons not alternatively, it is payable to all of them and may be negotiated, discharged, or enforced only by all of them. If an instrument payable to two or more persons is ambiguous as to whether it is payable to the persons alternatively, the instrument is payable to the persons alternatively.